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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DISTRICT

WILSON ELECTRONICS, LLC, a Delaware limited liability company, Plaintiff v. CELLPHONE-MATE, INC. d/b/a SURECALL, a California corporation, Defendant.	**COMPLAINT** Case No. 2:17-cv-00305-BCW Magistrate Judge Brooke C. Wells

Plaintiff Wilson Electronics, LLC (hereinafter "Plaintiff" or "Wilson"), by and through its counsel, hereby files this Complaint with Jury Demand against Defendant Cellphone-Mate, Inc. d/b/a SureCall ("Defendant" or "SureCall").

COMPLAINT

Plaintiff complains and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Wilson is a Delaware limited liability company having a principal place of business at 3301 E. Deseret Drive, St. George, Utah 84790.

2. Upon information and belief, Defendant is a California corporation with its principal place of business at 48346 Milmont Drive, Fremont, California 94538.

3. Plaintiff brings this action under U.S. patent laws, 35 U.S.C. §§ 1 et seq.

4. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338.

5. This Court has supplemental jurisdiction over any state law, or statutory and common law claims pursuant to 28 U.S.C. § 1367.

6. Upon information and belief, this Court has specific personal jurisdiction over Defendant because Defendant has purposefully directed its activities toward the state of Utah by selling its products—which infringe the patents at issue in this case—directly into the state of Utah, thereby also inducing and contributing to the infringement of the patents at issue.

7. Upon information and belief, Defendant maintains an office and employees in the state of Utah and has substantial, continuous contacts with the state of Utah. Accordingly, this Court has general personal jurisdiction over the Defendant.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant conducts business in this district directly related to the patents at issue in this case, is subject to the court's personal jurisdiction in this case, and a substantial part of the infringing activity giving rise to the Plaintiff's causes of action occurred in this judicial district.

BACKGROUND

9. In the past two decades, the proliferation of mobile electronic devices using cellular communications (e.g., mobile phones, tablets, laptops with air cards) has increased people's dependence on them for communication (e.g., phone calls, texts, e-mails), commerce (e.g., online shopping), and pleasure (e.g., mobile video games).

10. The increased dependence on these mobile electronic devices has also increased the importance of having reliable cellular signal coverage between the devices and base stations or cell sites (e.g., cell towers).

11. Modern base stations are designed to receive signals simultaneously from multiple mobile electronic devices, such as cell phones. The base station can operate optimally when the received signals are all approximately the same power level at the base station. A signal that is received with a relatively high amplitude, relative to other signals, can raise the noise floor of the amplifier at the base station and may cause the amplifier to saturate. This can reduce or disable the ability of the base station to amplify signals from any mobile devices. To reduce the chances of saturation of the amplifier, when a mobile electronic device, such as a cell phone, is close to the nearest cell site, the base station directs the device to transmit at a relatively low amplitude. This can reduce the amount of power used by the mobile electronic device, and also reduce the chances of saturation of an amplifier at the base station. Conversely, when a mobile electronic device is far from the nearest cell site, the cell site directs the device to transmit at a much higher amplitude to allow the signal to be received at the base station with a similar power as signals from relatively close mobile electronic devices. But there are physical and other practical limits (e.g., battery life, heat) to the maximum cellular signal output of a mobile electronic device.

12. Moreover, cellular signals may be attenuated or otherwise diminished for a variety of reasons, including without limitation, attenuation and interference due to the cellular signals reflecting off of and traveling through natural topology (e.g., mountains) or man-made structures (e.g., cars, buildings) and a distance between a mobile electronic device and a cell site.

Cellular Signal Boosters Improves Cellular Coverage and Reliability

13. Cellular signal boosting systems ("boosters"), also referred to as repeaters, are designed to amplify signals between mobile electronic devices and cell sites to provide consistent connections between cell sites and the mobile electronic devices. Boosters increase the power of a received signal by using an electronic circuit called an amplifier. The amplification factor or "gain" of an amplifier is the measure of its ability to generate a more powerful output signal relative to its input signal. Some amplifiers have a fixed gain, while other amplifiers are capable of variable gain. Boosters typically have multiple amplifiers to enable simultaneous connections between mobile electronic devices and base stations over multiple different channels and/or for multiple cell sites operating at different frequencies.

14. A booster transmits the amplified cellular signals to a cell site or mobile electronic device via one or more antennas. Similarly, a booster receives cellular signals from a cell site or mobile electronic device via the one or more antennas.

15. Boosters can be used to amplify signals from a cell site and the cellular signal output of mobile electronic devices. Weaker signals can be amplified more than relatively strong signals. For instance, when the strength of the received signal from a cell site is weak (which indicates that the distance between the cell site and the booster is great or significant attenuation has occurred), the amplification of the cellular signals from the cell site by the booster can be relatively high. The booster can also provide significant amplification to cellular signals from the device to ensure that the cellular signals are sent to the cell site with sufficient power to be received. Conversely, when the strength of the received signal from a cell site is strong (which indicates that the distance between the cell site and the booster is small), the amplification of the cellular signals from the cell site and device by the booster can be lower.

16. Some boosters use variable gain amplifiers with a fixed gain to generate an output signal with a selected amplitude and then attenuate the selected amplitude to a desired level to achieve the variable gain. A detector can measure the amplitude of the output signal, and this amplitude is compared with an amplitude of a reference signal. If the measured amplitude of the output signal is higher than the amplitude of the reference signal, the booster can attenuate the amplitude of the output signal so that it more closely resembles the reference signal amplitude. The level of attenuation can be higher or lower depending on the desired strength of the amplified output signal.

17. Many boosters use variable gain amplifiers to provide more or less amplification depending on a strength of the input signal, thus ensuring that the strength of the output signal remains relatively constant. These boosters utilize a technique known as automatic gain control ("AGC").

18. In AGC, the output signal generated by the variable gain amplifier is used in a feedback loop to, if necessary, adjust the gain (and/or attenuation) of the variable gain amplifier. A detector measures the amplitude of the output signal from the variable gain amplifier, and this amplitude is measured against the amplitude of a reference signal. If the amplitude of the output signal is higher than the reference signal amplitude, the booster will adjust the gain (or attenuation) of the variable gain amplifier to decrease the amplitude of the output signal. Conversely, if the amplitude of the output signal is lower than the reference signal amplitude, the booster will adjust the gain (or attenuation) of the variable gain amplifier to increase the amplitude of the output signal up to the max allowable gain.

The FCC Has Set Standards and Regulations for Cellular Signal Boosters

19. The Federal Communications Commission ("FCC") has introduced a regulatory framework for signal boosters, including a Network Protection Standard that specifies the technical and operational requirements necessary to minimize the potential for interference from consumer signal boosters to wireless networks. Some of these requirements are codified in Title 47 of the Code of Federal Regulations, Chapter I, Subchapter B, Part 20, Section 20.21 ("FCC Booster Regulations"), a copy of which are attached hereto as Exhibit 1.

20. An FCC certified booster complies with the technical requirements in the FCC Booster Regulations. In order to obtain FCC certification, companies that manufacture and sell a booster submit a test report for each booster design demonstrating that the booster design meets the technical requirements of the FCC Booster Regulations. Specific test procedures are used to show that the booster meets the FCC Booster Regulations. The test report contains the results of acceptable measurement procedures published by the FCC and known as Knowledge Database 935210 D03 ("FCC Booster Testing Procedures" or "KDB"), a copy of which is attached hereto as Exhibit 2.

21. The KDB test procedures correspond to specific FCC Booster Regulations recited in 47 C.F.R. § 20.21. The following table lists some specific FCC Booster Regulations and their corresponding KDB test procedures.

FCC Booster Regulation	FCC Booster Testing Procedure
47 C.F.R. § 20.21(e)(3) ("Frequency Bands")	KDB 7.1 ("Authorized Frequency band verification test")
47 C.F.R. § 20.21(e)(8)(i)(A) ("Noise Limits")	KDB 7.7.1 ("Maximum transmitter noise power level")

47 C.F.R. § 20.21(e)(8)(i)(B) ("Bidirectional Capability")	KDB 7.2 ("Maximum power measurement test procedure") KDB 7.3 ("Maximum booster gain computation")
47 C.F.R. § 20.21(e)(8)(i)(C)(1) ("Booster Gain Limits")	KDB 7.3 ("Maximum booster gain computation") KDB 7.9 ("Variable booster gain test procedure")
47 C.F.R. § 20.21(e)(8)(i)(D) ("Power Limits")	KDB 7.2 ("Maximum power measurement test procedure")
47 C.F.R. § 20.21(e)(8)(i)(F) ("Intermodulation Limits")	KDB 7.4 ("Intermodulation-product test procedure")
47 C.F.R. § 20.21(e)(8)(i)(I) ("Uplink Inactivity")	KDB 7.8 ("Uplink inactivity test procedure")
47 C.F.R. § 20.21(e)(8)(ii)(A) ("Anti-Oscillation") 47 C.F.R. § 20.21(e)(5) ("Anti-Oscillation")	KDB 7.11.2 ("Oscillation restart tests"); 7.11.3 ("Test procedure for measuring oscillation mitigation or shutdown")

22. Regarding "Frequency Bands," under the FCC Booster Regulations, certified boosters are designed and manufactured so that they operate on certain frequencies bands. This rule prevents interference between boosters and other electronic devices communicating using other frequency bands.

23. Regarding "Noise Limits," according to the FCC Booster Regulations, the transmitted noise power of certified boosters to a cell site cannot exceed the specified limit. The purpose of this limit is to avoid impairing cellular service, as excessive noise transmitted from a booster can increase the noise floor of a cell site. An increased noise floor decreases the sensitivity of a cell site, which often leads to a decrease in its coverage area.

24. Regarding "Bidirectional Capability," according to the FCC Booster Regulations, a certified booster must be able to amplify both uplink (UL) and downlink (DL) signals. In addition, the uplink power output of a certified booster must be at least 0.05 watts (17 dBm).

25. Regarding "Booster Gain Limits," according to the FCC Booster Regulations, a certified booster's uplink signal gain is partially a function of the strength of a corresponding downlink signal, typically referred to as "received signal strength indication" or RSSI relative to a mobile station coupling loss (MSCL): "The uplink gain in dB of a consumer booster referenced to its input and output ports shall not exceed -34 dB—RSSI + MSCL" MSCL is the mobile station coupling loss, which is the minimum coupling loss in dB between the mobile electronic device and an input port of the consumer booster. Thus, a certified booster must be able to detect the RSSI of a downlink signal and adjust (e.g., increase or decrease) the uplink gain accordingly. For example, the RSSI of a downlink signal can effectively estimate a distance between the booster and a cell site, such that a shorter distance corresponds to a higher RSSI and vice versa. Therefore, when the RSSI of a downlink signal is high, the gain on the uplink signal can be decreased to reduce the strength of the uplink signal, thus preventing the cell site from being overloaded with strong uplink signals from the booster. Conversely, when the RSSI of a downlink signal is low, the gain on the uplink signal can be increased to amplify the strength of the uplink signal so that it can reach the cell site.

26. Regarding "Power Limits," according to the FCC Booster Regulations, a certified booster's uplink power output cannot exceed 1 watt (30 dBm) for each frequency band it operates in. In addition, a certified booster's downlink power output cannot exceed 0.05 watt (17 dBm) for each frequency band it operates in. The purpose of these limits is to prevent cell sites and other electronic devices from being overloaded by strong uplink or downlink signals from the booster.

27. Regarding "Intermodulation Limits," according to the FCC Booster Regulations, the transmitted intermodulation distortion of certified boosters cannot exceed a specified limit.

Intermodulation distortion are signals that change significantly in amplitude when an amplifier operates in a non-linear region—i.e., when the amplifier's output signal amplitude does not vary in direct proportion to the input signal strength—and can cause interference in cell sites and other electronic devices.

28. Regarding "Uplink Inactivity," according to the FCC Booster Regulations, a certified booster that has not served an active device (e.g., cellular phone) for five minutes has to limit its uplink noise power below a specified limit. This can be done by reducing the amplification factor or gain of the amplifier(s) in the booster within the required time limit.

29. Regarding "Anti-Oscillation," according to the FCC Booster Regulations, a certified booster must be able to detect and mitigate any oscillations in its uplink and downlink frequency bands. FCC certified boosters have bidirectional capability, which means that the uplink signal path is coupled to the downlink signal path in a feedback loop. This may cause oscillation (i.e., positive feedback) that greatly increases the amplitude of the output signal. Oscillation may also occur when a booster's antennas for receiving and transmitting cellular signals are too close together. Oscillation may cause electromagnetic interference (e.g., noise) with other devices, saturates amplifiers, wastes power, and/or overheats electronic circuits. For example, a booster experiencing oscillation may generate powerful signals that overload nearby cell sites by saturating amplifiers in the base station and/or raising the noise floor at the base station and thus prevent other mobile electronic devices from connecting to the cell site.

30. A booster may mitigate oscillation in an amplifier by reducing the amplification factor of the booster by increasing attenuation and/or shutting the booster off. A booster reduces the amplification factor of its amplifier(s) gradually until no oscillation is detected so as to

ensure that the output signal is still powerful enough to be received by the cell site without overloading the amplifiers at the cell site or causing excessive noise at the cell site.

Wilson's Booster Related Patents

31. Wilson is a pioneer in the development of boosters. Today, Wilson is an industry leader in developing, manufacturing, marketing, distributing, and selling cellular signal boosters for mobile, residential, commercial, and machine to machine (M2M) settings.

32. Wilson has been awarded and is the owner of many patents relating to and covering its cellular signal boosters. Among the patents that Wilson has been awarded are the utility patents listed below (the "Patents-in-Suit"), attached as Exhibits 3-11.

Patent Number	Title
7,221,967 (the "'967 Patent")	Enhanced Gain Selected Cell Phone Booster System
7,409,186 (the "'186 Patent")	Detection and Elimination of Oscillation within Cellular Network Amplifiers
7,486,929 (the "'929 Patent")	Processor Controlled Variable Gain Cellular Network Amplifiers with Oscillation Detection Circuit
7,729,669 (the "'669 Patent")	Processor Controlled Variable Gain Cellular Network Amplifier
7,783,318 (the "'318 Patent")	Cellular Network Amplifier with Automated Output Power Control
8,583,033 (the "'033 Patent")	Oscillation Protected Amplifier Base Station Overload and Noise Floor Protection
8,639,180 (the "'180 Patent")	Verifying and Mitigating Oscillation in Amplifiers
8,755,399 (the "'399 Patent")	Common-Direction Duplexer
8,849,187 (the "'187 Patent")	Radio Frequency Amplifier Noise Reduction System

33. In May 2016, Wilson offered SureCall a license to five patents relating to compliance with the FCC Booster Regulations. These five patents included the '180 Patent and

the ’033 Patent. The letter from Wilson’s counsel offering to license these five patents (“License Offer”) enclosed a copy of the ’180 Patent and the ’033 Patent. A copy of the License Offer is attached hereto as Exhibit 12.

34. In June 2016, SureCall indicated that it was interested in a license of the five patents identified by Wilson and identified five other patents owned by Wilson that it was interested in licensing, including the ’186 Patent, the ’929 Patent, the ’669 Patent, the ’318 Patent, and the ’187 Patent.

35. Upon information and belief, given SureCall’s express interest in licensing Wilson’s patents, SureCall has reviewed and is thus aware of each patent of the Patents-in-Suit.

36. From the middle of 2016 through the latter half of 2016, Wilson and SureCall discussed the possibility of Wilson licensing the Patents-in-Suit to SureCall.

SureCall Infringes Wilson’s Patents

37. SureCall is in the business of making, using, selling, offering for sale, and/or importing into the United States cellular signal boosting systems, including boosters for use in residences, commercial offices, and automobiles.

38. SureCall’s products are sold through online retailers, where they are purchased by consumers throughout the United States, including the State of Utah.

39. One category of SureCall’s products are machine-to-machine (“M2M”) boosters designed to be connected to a modem or data card in a mobile or other electronic device. One of SureCall’s M2M boosters is called the “M2M 4G LTE Booster” (“4G LTE Booster”). The 4G LTE Booster Data Sheet, a copy of which is attached hereto as Exhibit 13, claims that the 4G LTE Booster is “FCC certified.” A copy of the test report submitted by SureCall showing the 4G LTE Booster’s compliance with the FCC Booster Regulations is attached hereto as Exhibit 14.

40. Another one of SureCall's products is a residential/commercial booster called the "Fusion5s," which SureCall advertises on its website as a "Voice, Text & 4G LTE Cell Phone Signal Booster." The Fusion5s Data Sheet, a copy of which is attached hereto as Exhibit 15, claims that the Fusion5s "[m]eets or exceeds FCC technical standards for cellular boosters." A copy of the test report submitted by SureCall showing the Fusion5s' compliance with the FCC Booster Regulations is attached hereto as Exhibits 16-1, 16-2, and 16-3.

41. The 4G LTE Booster and the Fusion5s are representative of many other SureCall products that also infringe Wilson's patent rights, including at least the following products: Force5, Fusion5X, Fusion7, FlexPro, Flex2Go, Fusion2Go, Fusion4Home, EZ 4G, and EZ Call (hereinafter the "Accused Products").

42. SureCall has not obtained permission from Wilson to use any of the rights attendant to the Patents-in-Suit in connection with the Accused Products.

43. By reason of SureCall's infringing acts, Wilson has suffered damage in an amount to be proven at trial. To the extent that the any of the Patents-in-Suit are determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall's infringement of under 35 U.S.C. § 284. To extent any of the Patents-in-Suit are not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall's infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall's infringing conduct is enjoined.

44. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson's patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly

likely that its acts would infringe the Patents-in-Suit. As a result, SureCall has engaged in willful infringement of the Patents-in-Suit, and Wilson is therefore entitled to treble damages, interest, costs, and attorney's fees in accordance with 35 U.S.C. §§ 284 and 285.

FIRST CAUSE OF ACTION
(Infringement of the '967 Patent)

45. Plaintiff hereby incorporates and realleges paragraphs 1-44 of this Complaint.

46. Upon information and belief, at least one of the Accused Products infringe at least one claim of the '967 Patent.

47. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the 4G LTE Booster, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the '967 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

48. Claim 1 of the '967 Patent recites:

> A cell phone booster which is constructed to connect to a cell phone and to an antenna and which can boost a cell phone output signal that is generated by the cell phone for transmission by the antenna, wherein the booster includes a control that detects the strength of the cell phone output signal and that selects a level of amplification of the cell phone output signal that is delivered to the antenna, comprising:
> an amplifier which has an input coupled to said cell phone output, and which has an amplifier output, said amplifier having a constant gain which is in a linear region of the amplifier;
> an attenuator apparatus which is connected in series with said amplifier and which is switchable between at least first and second discrete attenuation levels;
> a switch arrangement controlled by said control which selects one of said attenuation levels of said attenuator apparatus in response to the strength of said cell phone output signal

49. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the 4G LTE Booster—an exemplary infringing product—is attached hereto as Exhibit 17 and is incorporated by reference herein.

50. Upon information and belief, SureCall's customers and others are using the 4G LTE Booster and at no time has Wilson granted SureCall's customers and other users of the 4G LTE Booster permission to practice the claims of the '967 Patent.

51. Accordingly, SureCall's customers and users of the 4G LTE Booster have infringed and are directly infringing the '967 Patent.

52. SureCall knew about the '967 Patent. Given the parties' license discussions, upon information and belief, SureCall knew that its customers and other users, in using the 4G LTE Booster, were practicing the claims of the '967 Patent.

53. Upon information and belief, SureCall's booster product manuals instruct customers and other users on how to use the 4G LTE Booster.

54. Upon information and belief, SureCall has induced and is inducing its customers and other users of the 4G LTE Booster to infringe claims of the '967 Patent.

55. Furthermore, upon information and belief, the processes employed by the 4G LTE Booster are material to practicing the '967 Patent and do not have a substantial non-infringing use.

56. Accordingly, SureCall has contributed and is contributing to the infringement of the '967 Patent.

57. By reason of SureCall's infringement of the claims of the '967 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the '967 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall's infringement of the '967 Patent under 35 U.S.C. § 284. But to the extent that the '967 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to

Wilson from SureCall's infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall's infringing conduct is enjoined.

58. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson's patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the '967 Patent. As a result, SureCall has engaged in willful infringement of the '967 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney's fees in accordance with 35 U.S.C. §§ 284 and 285.

SECOND CAUSE OF ACTION
(Infringement of the '186 Patent)

59. Plaintiff hereby incorporates and realleges paragraphs 1-58 of this Complaint.

60. Upon information and belief, at least one of the Accused Products infringe at least one claim of the '186 Patent.

61. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the '186 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

62. Claim 1 of the '186 Patent recites:

> In a network amplifier, a method for substantially reducing oscillation, the method comprising:
> receiving a cellular signal at a first antenna of a network amplifier;
> applying a first amplification factor to the cellular signal;
> transmitting a resultant amplified cellular signal via a second antenna;
> measuring a first signal level of the cellular signal while the first amplification factor is being applied to the cellular signal;

applying a second amplification factor to the cellular signal, the second amplification factor being less than the first amplification factor;
measuring a second signal level of the cellular signal while the second amplification factor is being applied to the cellular signal; and
reducing the first amplification factor by a predetermined amount in the event that the second signal level is significantly less than the first signal level

63. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 18 and is incorporated by reference herein.

64. Upon information and belief, SureCall's customers and others are using the Fusion5s and at no time has Wilson granted SureCall's customers and other users of the Fusion5s permission to practice the claims of the '186 Patent.

65. Accordingly, SureCall's customers and users of the Fusion5s have infringed and are directly infringing the '186 Patent.

66. SureCall knew about the '186 Patent. Given the parties' license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the '186 Patent.

67. Upon information and belief, SureCall's booster product manuals instruct customers and other users on how to use the Fusion5s.

68. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the '186 Patent.

69. Furthermore, upon information and belief, the processes employed by the Fusion5s are material to practicing the '186 Patent and do not have a substantial non-infringing use.

70. Accordingly, SureCall has contributed and is contributing to the infringement of the '186 Patent.

71. By reason of SureCall's infringement of the claims of the '186 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the '186 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall's infringement of the '186 Patent under 35 U.S.C. § 284. But to the extent that the '186 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall's infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall's infringing conduct is enjoined.

72. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson's patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the '186 Patent. As a result, SureCall has engaged in willful infringement of the '186 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney's fees in accordance with 35 U.S.C. §§ 284 and 285.

THIRD CAUSE OF ACTION
(Infringement of the '929 Patent)

73. Plaintiff hereby incorporates and realleges paragraphs 1-72 of this Complaint.

74. Upon information and belief, at least one of the Accused Products infringe at least one claim of the '929 Patent.

75. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to

infringe the claims of the ’929 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

76. Claim 1 of the ’929 Patent recites:

A network amplifier, comprising:
a first antenna for communicating signals to and from a base station;
a second antenna for communicating signals to and from a handset;
a first variable gain module having an input coupled to the first antenna and an output coupled to the second antenna, the first variable gain module applying a first amplification factor to first signals received from the base station;
a second variable gain module having an input coupled to the second antenna and an output coupled to the first antenna, the second variable gain module applying a second amplification factor to second signals received from the handset; and
a control circuit coupled to the first and second variable gain modules, wherein the control circuit is configured to:
analyze at least one of the first signals and the second signals to detect the presence of an oscillation, and in the event that an oscillation is detected, set the first amplification factor and the second amplification factor for substantially reducing the oscillation; and
set the first amplification factor and the second amplification factor so that, in the event that oscillation is not detected, signals transmitted from the first antenna have sufficient power to be transmitted to the base station and signals transmitted from the second antenna have sufficient power to be transmitted to the handset

77. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 19 and is incorporated by reference herein.

78. Upon information and belief, SureCall’s customers and others are using the Fusion5s and at no time has Wilson granted SureCall’s customers and other users of the Fusion5s permission to practice the claims of the ’929 Patent.

79. Accordingly, SureCall’s customers and users of the Fusion5s have infringed and are directly infringing the ’929 Patent.

80. SureCall knew about the ’929 Patent. Given the parties’ license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the ’929 Patent.

81. Upon information and belief, SureCall’s booster product manuals instruct customers and other users on how to use the Fusion5s.

82. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the ’929 Patent.

83. Furthermore, upon information and belief, the processes employed by the Fusion5s are material to practicing the ’929 Patent and do not have a substantial non-infringing use.

84. Accordingly, SureCall has contributed and is contributing to the infringement of the ’929 Patent.

85. By reason of SureCall’s infringement of the claims of the ’929 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the ’929 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall’s infringement of the ’929 Patent under 35 U.S.C. § 284. But to the extent that the ’929 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall’s infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall’s infringing conduct is enjoined.

86. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson’s patent rights. Upon information and belief, SureCall has made, sold,

offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the ’929 Patent. As a result, SureCall has engaged in willful infringement of the ’929 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney’s fees in accordance with 35 U.S.C. §§ 284 and 285.

FOURTH CAUSE OF ACTION
(Infringement of the ’669 Patent)

87. Plaintiff hereby incorporates and realleges paragraphs 1-86 of this Complaint.

88. Upon information and belief, at least one of the Accused Products infringe at least one claim of the ’669 Patent.

89. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the ’669 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

90. Claim 1 of the ’669 Patent recites:

A network amplifier, comprising:
an antenna for receiving a downlink signal from a base station;
a communication device for receiving an uplink signal from a handset;
a first variable gain module connected with the communication device, wherein the first variable gain module applies a first amplification factor to the uplink signal to generate an adjusted uplink signal, the adjusted uplink signal transmitted to the base station via the antenna;
a second variable gain module connected to the antenna, wherein the second gain module applies a second amplification factor to the downlink signal to generate an adjusted downlink signal, the adjusted downlink signal communicated to the handset via the communication device;
a first detector that receives the downlink signal from the antenna and determines a level of the downlink signal;
a processor for executing computer-readable instructions; and
one or more computer-readable media having stored thereon the computer-executable instructions that, when executed by the processor, cause the processor to determine a value of the first amplification factor, the value being a function of

the level of the downlink signal, and being selected so that the adjusted uplink signal is transmitted with sufficient power to reach the base station

91. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 20 and is incorporated by reference herein.

92. Upon information and belief, SureCall's customers and others are using the Fusion5s and at no time has Wilson granted SureCall's customers and other users of the Fusion5s permission to practice the claims of the '669 Patent.

93. Accordingly, SureCall's customers and users of the Fusion5s have infringed and are directly infringing the '669 Patent.

94. SureCall knew about the '669 Patent. Given the parties' license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the '669 Patent.

95. Upon information and belief, SureCall's booster product manuals instruct customers and other users on how to use the Fusion5s.

96. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the '669 Patent.

97. Furthermore, upon information and belief, the Fusion5s is material to practicing the '669 Patent and does not have a substantial non-infringing use.

98. Accordingly, SureCall has contributed and is contributing to the infringement of the '669 Patent.

99. By reason of SureCall's infringement of the claims of the '669 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the '669 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is

entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall's infringement of the '669 Patent under 35 U.S.C. § 284. But to the extent that the '669 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall's infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall's infringing conduct is enjoined.

100. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson's patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the '669 Patent. As a result, SureCall has engaged in willful infringement of the '669 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney's fees in accordance with 35 U.S.C. §§ 284 and 285.

FIFTH CAUSE OF ACTION
(Infringement of the '318 Patent)

101. Plaintiff hereby incorporates and realleges paragraphs 1-100 of this Complaint.

102. Upon information and belief, at least one of the Accused Products infringe at least one claim of the '318 Patent.

103. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the '318 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

104. Claim 1 of the '318 Patent recites:

A network amplifier, comprising:

a first variable gain module having an input configured to receive an uplink signal from a handset and configured to apply a first amplification factor to the uplink signal to generate an adjusted uplink signal to be transmitted to a base station;
a first detector configured to detect a level of the uplink signal;
a gain control module configured to control the first amplification factor of the first variable gain module for limiting the output of the first variable gain module to ensure that the level of the adjusted uplink signal does not exceed a first predetermined limit;
a first antenna configured to receive a downlink signal from the base station, the first antenna being coupled to an output of the first variable gain module and configured to transmit the adjusted uplink signal to a base station; and
a second gain module having an input coupled to the first antenna, the second gain module configured to apply a second amplification factor to the downlink signal, thereby generating an adjusted downlink signal to be communicated to the handset;
a second detector for detecting a level of the downlink signal,
wherein the second gain module is a second variable gain module and is coupled to the gain control module, the gain control module further configured to ensure that the level of the adjusted downlink signal does not exceed a second predetermined limit,
wherein the first and second amplification factors are controlled independently from one another by the gain control module, and
wherein the first amplification factor is allowed to exceed the second amplification factor, and the first predetermined limit is established at a higher level than the second predetermined limit

105. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 21 and is incorporated by reference herein.

106. Upon information and belief, SureCall's customers and others are using the Fusion5s and at no time has Wilson granted SureCall's customers and other users of the Fusion5s permission to practice the claims of the '318 Patent.

107. Accordingly, SureCall's customers and users of the Fusion5s have infringed and are directly infringing the '318 Patent.

108. SureCall knew about the ’318 Patent. Given the parties’ license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the ’318 Patent.

109. Upon information and belief, SureCall’s booster product manuals instruct customers and other users on how to use the Fusion5s.

110. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the ’318 Patent.

111. Furthermore, upon information and belief, the Fusion5s is material to practicing the ’318 Patent and does not have a substantial non-infringing use.

112. Accordingly, SureCall has contributed and is contributing to the infringement of the ’318 Patent.

113. By reason of SureCall’s infringement of the claims of the ’318 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the ’318 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall’s infringement of the ’318 Patent under 35 U.S.C. § 284. But to the extent that the ’318 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall’s infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall’s infringing conduct is enjoined.

114. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson’s patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly

likely that its acts would infringe the ’318 Patent. As a result, SureCall has engaged in willful infringement of the ’318 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney’s fees in accordance with 35 U.S.C. §§ 284 and 285.

SIXTH CAUSE OF ACTION
(Infringement of the ’033 Patent)

115. Plaintiff hereby incorporates and realleges paragraphs 1-114 of this Complaint.

116. Upon information and belief, at least one of the Accused Products infringe at least one claim of the ’033 Patent.

117. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the ’033 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

118. Claim 19 of the ’033 Patent recites:

> A method for setting a gain of an amplifier operating in a network, the method comprising:
> measuring one of an input signal power to the amplifier or an output signal power from the amplifier;
> determining a first gain for reducing occurrences of self-oscillation of the amplifier based on one of the input signal power or the output signal power;
> determining a second gain based on a maximum output signal power from the amplifier based on an industry and/or government standard;
> determining a third gain for limiting an increase in a base station's noise floor; and
> setting the gain of the amplifier based on the first gain, the second gain, and the third gain

119. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 22 and is incorporated by reference herein.

120. Upon information and belief, SureCall's customers and others are using the Fusion5s and at no time has Wilson granted SureCall's customers and other users of the Fusion5s permission to practice the claims of the '033 Patent.

121. Accordingly, SureCall's customers and users of the Fusion5s have infringed and are directly infringing the '033 Patent.

122. SureCall knew about the '033 Patent. Given the parties' license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the '033 Patent.

123. Upon information and belief, SureCall's booster product manuals instruct customers and other users on how to use the Fusion5s.

124. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the '033 Patent.

125. Furthermore, upon information and belief, the processes employed by the Fusion5s are material to practicing the '033 Patent and do not have a substantial non-infringing use.

126. Accordingly, SureCall has contributed and is contributing to the infringement of the '033 Patent.

127. By reason of SureCall's infringement of the claims of the '033 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the '033 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall's infringement of the '033 Patent under 35 U.S.C. § 284. But to the extent that the '033 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to

Wilson from SureCall's infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall's infringing conduct is enjoined.

128. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson's patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the '033 Patent. As a result, SureCall has engaged in willful infringement of the '033 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney's fees in accordance with 35 U.S.C. §§ 284 and 285.

SEVENTH CAUSE OF ACTION
(Infringement of the '180 Patent)

129. Plaintiff hereby incorporates and realleges paragraphs 1-128 of this Complaint.

130. Upon information and belief, at least one of the Accused Products infringe at least one claim of the '180 Patent.

131. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the '180 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

132. Claim 10 of the '180 Patent recites:

A method of determining an oscillation amplification margin of a booster amplifier within a wireless network, the method comprising:
amplifying a wireless signal within a wireless network received by a booster amplifier by an amplification factor;
increasing the applied amplification factor by an amplification factor oscillation margin;

checking for an oscillation of the booster amplification when the applied amplification factor is increased by the amplification factor oscillation margin; and

adjusting the applied amplification factor based on whether the booster amplifier is oscillating when checked to maintain at least the amplification factor oscillation margin between the applied amplification factor and an oscillation amplification factor that causes oscillations in the booster amplifier

133. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 23 and is incorporated by reference herein.

134. Upon information and belief, SureCall's customers and others are using the Fusion5s and at no time has Wilson granted SureCall's customers and other users of the Fusion5s permission to practice the claims of the '180 Patent.

135. Accordingly, SureCall's customers and users of the Fusion5s have infringed and are directly infringing the '180 Patent.

136. SureCall knew about the '180 Patent. Given the parties' license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the '180 Patent.

137. Upon information and belief, SureCall's booster product manuals instruct customers and other users on how to use the Fusion5s.

138. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the '180 Patent.

139. Furthermore, upon information and belief, the processes employed by the Fusion5s are material to practicing the '180 Patent and do not have a substantial non-infringing use.

140. Accordingly, SureCall has contributed and is contributing to the infringement of the ’180 Patent.

141. By reason of SureCall’s infringement of the claims of the ’180 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the ’180 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall’s infringement of the ’180 Patent under 35 U.S.C. § 284. But to the extent that the ’180 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall’s infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall’s infringing conduct is enjoined.

142. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson’s patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the ’180 Patent. As a result, SureCall has engaged in willful infringement of the ’180 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney’s fees in accordance with 35 U.S.C. §§ 284 and 285.

EIGHTH CAUSE OF ACTION
(Infringement of the ’399 Patent)

143. Plaintiff hereby incorporates and realleges paragraphs 1-142 of this Complaint.

144. Upon information and belief, at least one of the Accused Products infringe at least one claim of the ’399 Patent.

145. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the

past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the ’399 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

146. Claim 1 of the ’399 Patent recites:

A common-direction duplexer comprising:
a common port;
a first-band port;
a second-band port;
a first filter communicatively coupled between the common port and the first-band port, the first filter configured to pass a first frequency range and filter out a second frequency range and a third frequency range,
the first frequency range including a first uplink band associated with Band 12 of a 700 Megahertz (MHz) Third Generation Partnership Project (3GPP) standard,
the second frequency range including a second uplink band associated with Band 13 of a 700 MHz 3GPP standard, and
the third frequency range being spectrally between the first frequency range and the second frequency range and including a first downlink band and a second downlink band, the first downlink band being associated with Band 12 of the 700 MHz 3GPP standard and the second downlink band being associated with Band 13 of the 700 MHz 3GPP standard; and
a second filter communicatively coupled between the common port and the second-band port, the second filter configured to pass through the second frequency range and filter out the first frequency range and the third frequency range

147. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 24 and is incorporated by reference herein.

148. Upon information and belief, SureCall’s customers and others are using the Fusion5s and at no time has Wilson granted SureCall’s customers and other users of the Fusion5s permission to practice the claims of the ’399 Patent.

149. Accordingly, SureCall’s customers and users of the Fusion5s have infringed and are directly infringing the ’399 Patent.

150. SureCall knew about the ’399 Patent. Given the parties’ license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the ’399 Patent.

151. Upon information and belief, SureCall’s booster product manuals instruct customers and other users on how to use the Fusion5s.

152. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the ’399 Patent.

153. Furthermore, upon information and belief, the Fusion5s is material to practicing the ’399 Patent and does not have a substantial non-infringing use.

154. Accordingly, SureCall has contributed and is contributing to the infringement of the ’399 Patent.

155. By reason of SureCall’s infringement of the claims of the ’399 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the ’399 Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall’s infringement of the ’399 Patent under 35 U.S.C. § 284. But to the extent that the ’399 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall’s infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall’s infringing conduct is enjoined.

156. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson’s patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly

likely that its acts would infringe the ’399 Patent. As a result, SureCall has engaged in willful infringement of the ’399 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney’s fees in accordance with 35 U.S.C. §§ 284 and 285.

NINTH CAUSE OF ACTION
(Infringement of the ’187 Patent)

157. Plaintiff hereby incorporates and realleges paragraphs 1-156 of this Complaint.

158. Upon information and belief, at least one of the Accused Products infringe at least one claim of the ’187 Patent.

159. Upon information and belief, by making, using, selling, offering for sale, and/or importing into the United States products, including at least the Fusion5s, SureCall has in the past, does now, and continues to directly infringe, contributorily infringe, and/or induce others to infringe the claims of the ’187 patent literally and/or under the doctrine of equivalents, in violation of 35 U.S.C. § 271.

160. Claim 1 of the ’187 Patent recites:

> A booster amplifier to reduce an effect of amplified thermal noise in a wireless network, the booster amplifier comprising:
>
> a first preamplifier that receives a first input and provides a first output;
>
> an amplifier chain including one or more amplifiers, wherein an input to the amplifier chain includes the first output of the first preamplifier and the amplifier chain generates an output of the booster amplifier that is transmitted in the wireless network;
>
> a second preamplifier that receives the first input and provides a second output, wherein the second preamplifier is not located in a signal path coupled to the output of the booster amplifier;
>
> a broadband detector that takes samples of the second output of the second preamplifier and that generates a DC level for each sample;
>
> a memory that stores the DC levels of a first plurality of samples previously taken by the broadband detector; and
>
> control circuitry that determines whether a data signal is present at an input of the booster amplifier by comparing an analysis of the DC levels of a second plurality of samples taken by the broadband detector with an analysis of the DC levels of the first plurality of samples previously taken by the broadband detector and stored in the memory, wherein the control circuitry directs that a gain of the first

> preamplifier or one or more of the one or more amplifiers of the amplifier chain be decreased when the data signal is determined to not be present at the input of the booster amplifier

161. A claim chart cross referencing the elements of Claim 1 with an explanation of the infringing aspects of the Fusion5s—an exemplary infringing product—is attached hereto as Exhibit 25 and is incorporated by reference herein.

162. Upon information and belief, SureCall's customers and others are using the Fusion5s and at no time has Wilson granted SureCall's customers and other users of the Fusion5s permission to practice the claims of the '187 Patent.

163. Accordingly, SureCall's customers and users of the Fusion5s have infringed and are directly infringing the '187 Patent.

164. SureCall knew about the '187 Patent. Given the parties' license discussions, upon information and belief, SureCall knew that its customers and other users, in using the Fusion5s, were practicing the claims of the '187 Patent.

165. Upon information and belief, SureCall's booster product manuals instruct customers and other users on how to use the Fusion5s.

166. Upon information and belief, SureCall has induced and is inducing its customers and other users of the Fusion5s to infringe claims of the '187 Patent.

167. Furthermore, upon information and belief, the Fusion5s is material to practicing the '187 Patent and does not have a substantial non-infringing use.

168. Accordingly, SureCall has contributed and is contributing to the infringement of the '187 Patent.

169. By reason of SureCall's infringement of the claims of the '187 Patent alleged herein, Wilson has suffered damage in an amount to be proven at trial. To the extent that the '187

Patent is determined to be essential to complying with the FCC Booster Regulations, Wilson is entitled at least to monetary damages and/or a reasonably royalty adequate to compensate it for SureCall's infringement of the '187 Patent under 35 U.S.C. § 284. But to the extent that the '187 Patent is not deemed essential to compliance with the FCC Booster Regulations, the harm to Wilson from SureCall's infringing activities are not fully compensable by monetary damages, and Wilson will continue to suffer irreparable harm unless SureCall's infringing conduct is enjoined.

170. Upon information and belief, SureCall acted in an objectively reckless manner with respect to Wilson's patent rights. Upon information and belief, SureCall has made, sold, offered to sell, and/or imported into the United States its boosters knowing that it was highly likely that its acts would infringe the '187 Patent. As a result, SureCall has engaged in willful infringement of the '187 Patent, and Wilson is therefore entitled to treble damages, interest, costs, and attorney's fees in accordance with 35 U.S.C. §§ 284 and 285.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and award Plaintiff relief as follows:

A. A judgment that Defendant is liable to Plaintiff for infringing the claims of the Patents-in-Suit either directly and/or by the doctrine of equivalents;

B. A judgment that Defendant is liable to Plaintiff for contributory infringement and/or induced infringement of the Patents-in-Suit.

C. To the extent that any of the Patents-in-Suit are determined not to be essential to complying with the FCC Booster Regulations, an order temporarily, preliminarily, and permanently enjoining SureCall, its officers, directors, agents, servants, affiliates, employees, subsidiaries, divisions, branches, parents, attorneys, representatives, and all others acting in concert or participation with any of them, from infringing the Patents-in-Suit under 35 U.S.C. § 283;

D. To the extent that any of the Patents-in-Suit are determined to be essential to complying with the FCC Booster Regulations, an order awarding Plaintiff monetary damages, including lost profits and/or a reasonable royalty, along with prejudgment interest, in an amount to be determined by the Court in accordance with 35 U.S.C. § 284;

E. An order finding that Defendant willfully infringed the Patents-in-Suit, that this is an exceptional case, and award Plaintiff enhanced damages, costs, and attorney's fees in accordance with 35 U.S.C. § 285 or other applicable law;

F. Such other and further relief as shall seem just and proper to the Court under the circumstances.

JURY DEMAND

Plaintiff demands that all claims and causes of action raised in this Complaint be tried to a jury to the fullest extent possible under the United States and Utah Constitutions.

DATED this 19th day of April, 2017

THORPE NORTH & WESTERN LLP

/s/ Jed H. Hansen
Mark M. Bettilyon
Jed H. Hansen
Ian Wang

Attorneys for Wilson Electronics, LLC